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EXTRAORDINARY

PART II—Section 3

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MINISTRY OF HOME AFFAIRS

NOTIFICATION

New Delhi, the 10th September 1952

S.R.O. 1544.—In exercise of the powers conferred by Section 11 of the Salaries and Allowances of Ministers Act, 1952 (LVIII of 1952), the Central Government hereby makes the following rules to regulate the grant of advances to Ministers for purchase of motor-cars.

1. Short title and commencement.—(1) These Rules may be called the Ministers (advance for motor-cars) Rules, 1952.

(2) They shall be deemed to have come into force on the 12th day of August 1952.

2. Maximum amount and advance.—The maximum amount which may be advanced to a Minister for the purchase of a motor car shall not exceed rupees twelve thousand or the actual price of the motor car which is intended to be purchased, whichever is less.

3. Repayment of Advance.—(1) Recovery of the advance granted under rule 2 shall be made by deducting monthly instalments equal to one-forty-eighth part of the advance from the salary bill of the Minister concerned. The deduction will commence with the first issue of salary after the advance is drawn. Government, however, permit recovery to be made in a smaller number of instalments if the Minister receiving the advance so desires. Simple interest at the rate fixed by Government for the purpose of purchase of conveyances by Government servants, will be charged on the advance. The amount of interest will be recovered in one or more instalments, each such instalment being not appreciably greater than the instalments by which the principal was recovered. The recovery of interest will commence from the month following that in which the repayment of the principal has been completed.

Explanation.—The amount of the advance to be recovered monthly shall be fixed in whole rupees, except in the case of the last instalment when the remaining balance including any fraction of a rupee should be recovered.

(2) In case a Minister relinquishes office before the advance is fully repaid, the outstanding balance together with interest thereon shall be paid to Government immediately in one lump sum.

4. Sale of motor-car.—(1) Except when a Minister relinquishes his office, previous sanction of Government shall be obtained for the sale by the Minister of the motor car purchased with the aid of an advance, if such advance together with the interest accrued thereon, has not been fully repaid. If a Minister wishes to transfer the motor car to another Minister he may be permitted under the orders of Government to transfer the liability attaching to the motor car to the latter Minister, provided that the purchasing Minister records a declaration that he is aware that the motor car transferred to him remains subject to the mortgage bond and that he is bound by its terms and provisions.

(2) In all cases where a motor car is sold before the advance received for its purchase from Government with interest has been fully repaid, the sale-proceeds must be applied, so far as may be necessary, towards the repayment of such outstanding balance, provided that when the motor car is sold only in order that another motor car may be purchased, Government may permit the Minister to apply the sale proceeds towards such purchase, subject to the following conditions, namely:—

- (a) the amount outstanding shall not be permitted to exceed the cost of the new car;
- (b) the amount outstanding shall continue to be repaid at the rate previously fixed; and
- (c) the new car shall be insured and mortgaged to Government.

5. Period within which negotiations for purchase of car may be completed.—A Minister who draws an advance for the purchase of a motor-car, shall complete his negotiations for the purchase of, and pay finally for the motor-car, within one month of the date on which he draws the advance; failing such completion and payment, the full amount of the advance drawn, with interest thereon for one month, will be refunded to Government. An advance will not be admissible when a motor-car has already been purchased and paid for in full. In a case in which payment has been made in part, the amount of advance will be limited to the balance to be paid as certified by the Minister.

6. Execution of agreement.—At the time of drawing the advance the Minister will be required to execute an agreement in Form I and, on completing the purchase, he will further be required to execute a mortgage bond in Form II hypothesizing the motor-car to the Government as security for the advance. The cost price of the motor-car shall be entered in the schedule of specifications attached to the mortgage bond.

7. Certificate to Accountant General.—When an advance is drawn, the sanctioning authority shall furnish to the Accountant General a certificate that the Agreement in Form I has been signed by the Minister drawing the advance and that it has been found to be in order. The sanctioning authority shall see that the motor car is purchased within one month from the date on which the advance is drawn and should submit every mortgage bond promptly to the Accountant General for examination before final record.

8. Safe custody and cancellation of mortgage bond.—The mortgage bond shall be kept in the safe custody of the sanctioning authority. When the advance has been fully repaid, the bond shall be returned to the Minister concerned duly cancelled, after obtaining a certificate from the Accountant General as to the complete repayment of the advance and interest.

9. Insurance of motor-car.—The motor-car purchased from the advance shall be insured against full loss by fire, theft or accident. The insurance policy shall contain a clause (as in form III) by which the insurance company agrees to pay to Government, instead of the owner, any sums payable in respect of loss or damage to the motor-car which is not made good by repair, reinstatement or replacement.

H. V. R. IENGAR, Secy.

FORM I

Form of agreement to be executed at the time of drawing an advance for the purchase of a motor car

An agreement made this day of one thousand nine hundred and fifty BETWEEN Shri Minister of the Union (hereinafter called the Borrower, which expression shall include his legal representatives and assignees) of the one part and the President of India (hereinafter called the Central Government) of the other part. WHEREAS the Borrower has under the provisions of the Rules regulating the grant of advances to Ministers for purchase of motor-cars, made under the Salaries and Allowances of Ministers Act, 1952 applied to the Central Government for a loan of Rs. (Rupees only) for the purchase of a motor car and the Central Government have agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs. paid by the Central Government to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Central Government (i) to pay the Central Government the said amount with interest calculated according to the said rules by monthly deductions from his salary as provided

for by the said rules and hereby authorises the Central Government to make such deductions and (2) within one month from the date of these presents to expend the full amount of the said loan in the purchase of a motor car or if the actual price paid is less than the loan to repay the difference to the Central Government forthwith and (3) to execute a document hypothecating the said motor car to the Central Government as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said rules. AND IT IS HEREBY, LASTLY AGREED AND DECLARED that if the motor car has not been purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period becomes insolvent or relinquishes his office or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

IN WITNESS whereof the Borrower has hereunto set his hand the day and year
first before written.

Signed by the said Mr

in the presence of

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FORM II

Form of Mortgage Bond for Motor Vehicle advance

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the President the sum of Rs. aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payments of Rs. each on the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said Rules and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said Rules, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the President the Motor vehicle the particulars whereof are set out in the Schedule hereto written by way of security for the said advance and the interest thereon as required by the said Rules.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Vehicle and that the same is his absolute property and that he has not pledged and so long as any money remain payable to the President in respect of the said advance will not sell, pledge or part with the property in or possession of the said Motor vehicle. Provided always and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time relinquish his office or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor vehicle or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgement against the Borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED and declared that the President may on the happening of any of the events here-in-before mentioned seize and take possession of the said Motor Vehicle and either remain in possession thereof without removing the same or else may remove and sell the said Motor vehicle either by public auction or private contract and may out of the sale money retain the balance.

Interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining defending or realizing his rights hereunder and shall pay over the surplus, if any, to the Borrower, the executors, administrators or personal representatives. PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor vehicle shall not prejudice the right of the President, to see the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor vehicle being sold the amount by which the net sale proceeds fall short of the amount owing AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the President, he (the Borrower) will insure and keep insured the said, Motor vehicle against loss or damage by fire, theft, or accident with an Insurance Company to be approved by the Accountant General concerned and will produce evidence to the satisfaction of the Accountant General that the Motor Insurance Company with whom the said Motor vehicle is insured have received notice that the President is interested in the Policy AND the Borrower hereby further agrees that he will not permit or suffer the said Motor vehicle to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said Motor vehicle the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Motor vehicle

Maker's Name

Description

No. of Cylinders

Engine Number

Chassis No.

Cost Price.

In witness whereof the said (Borrower's name) and for
and on behalf of the President have hereunto set their respective hands the day
and year first above written.

Signed by the said in the presence of

1.

2.

(Signature of Witnesses)

.....
(Signature and designation of
the Borrower).

Signed by (name and designation)

for and on behalf of the President of India
in the presence of

1.

2.

(Signature of Witnesses)

.....
(Signature and designation of the
Officer).

Name and designation of the Borrower.....

FORM III

Form of the clause to be inserted in Insurance Policies

1. It is hereby declared and agreed that Mr..... (the owner of the Motor Car hereinafter referred to as the insured in the Schedule to this policy) has hypothecated the Car to the Government of India (or President of the Indian Union) as security for advances for the purchase of the Motor Car and it is further declared and agreed that the said Government (or President) are interested in any monies which but for this endorsement be payable to the said Mr..... (the insured under this policy) in respect of the loss or damage to the said Motor Car (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the Government as long as they are the mortgagees of the Motor Car and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the company respectively under or in connection with this policy or any term, provision or condition thereof.

[No. 18/37/52-Public.]

